

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-06P-90005
ADDRESS OF PREMISES 4245 S. 121 st Plaza Omaha, NE 68137-2132	PDN Number: PS0021438

THIS AMENDMENT is made and entered into between **Sportscenter Properties, LLC**

whose address is: 126 East Grove Street
West Point, NE 68788-1860

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the Notice To Proceed with Change Order #7 and Change Order #8, and to provide invoicing instructions for the lump sum build out costs.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 18, 2013 as follows:

1. Change Orders #1, #6, #7 and #8 are listed below:

CO Number	Description	Reference	Amount
1	Door 100C		TBD
6	CO2 Sensors		TBD
7	COX Cable	Exhibit A	[REDACTED]
8	Transfer Ducts	Exhibit B	
Total:			\$12,271.99

2. Paragraph 4 of Lease Amendment 4 is deleted in its entirety and replaced with the following:

The total amount of Tenant Improvements is \$1,905,799.57. In accordance with paragraph 7 of the Lease, Tenant Improvements in the amount of \$844,452.00 will be amortized in the rent at the rate of 6.75% over 120 months. In

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Owner
 Entity Name: Sportscenter Properties, LLC
 Date: 4-30-13

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
 Date: 4/4/13

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: _____
 Date: 4-30-13

accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

The balance of \$1,061,347.57 will be paid by lump sum in accordance with Paragraph 3 below.

3. Paragraph 5 of Lease Amendment 4 is deleted in its entirety and replaced with the following:

Lump Sum Payment:

Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$1,061,347.57 in a lump sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- PDN # PS0021438
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Lease Amendment 5, building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to:

General Services Administration
Attn: Joseph Schurle
1500 E. Bannister Road (6PRW)
Kansas City, MO 64131

4. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.

INITIALS: *Sports Center*
RJK LESSOR & SD GOV'T